

**Agreement Regarding Confidentiality of Business Information
Newark Bay Study Area of the Diamond Alkali Superfund Site**

The United States Environmental Protection Agency (AEP@) and Glenn Springs Holdings (AGSH") hereby agree that settlement of certain of the Government's claims concerning the Newark Bay Study Area of the Diamond Alkali Superfund Site (ASite@) will involve the production of documents which have been submitted to EPA by the U.S. Army Corps of Engineers ("Corps"), Battelle, Louis Berger Group, Inc., and HDR Engineering, Inc., containing certain information which may be entitled to confidential treatment under regulations codified at 40 CFR Part 2. Furthermore, the parties herein agree that a limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interests of EPA, the Corps, Battelle, Louis Berger Group, Inc., and HDR Engineering, Inc., with respect to business information that is deemed confidential as set forth herein.

The terms of this Agreement Regarding Confidentiality of Business Information (hereinafter "Agreement") are as follows:

1. EPA shall provide GSH documents, some of which may contain information which may be entitled to confidential treatment. The documents shall be handled in accordance with the terms of this Agreement.
2. As used in this Agreement, the term "confidential information" means trade secrets or commercial or financial information submitted to EPA and which may be entitled to confidential treatment under 40 CFR Part 2. This information has not been determined by EPA under 40 CFR Part 2, Subpart B, not to be entitled to confidential treatment.
3. Any documents that might contain confidential information pursuant to 40 CFR Part 2.100, et. seq. and that are produced by EPA pursuant to this Agreement shall be stamped conspicuously with the word "CONFIDENTIAL" by EPA on each page of each document that contains such potentially confidential information prior to production to GSH.
4. Information designated as confidential under this Agreement shall not be used or disclosed by GSH or any other person, subject to paragraph 7 below for any purpose other than for reviewing documents supporting costs EPA incurred relating to the Site ("Document Review").
5. GSH and GSH's counsel who obtain information specifically designated as confidential hereunder, and anyone else who may subsequently become subject to this Agreement, as set forth below, shall not disclose or permit disclosure of this information to any other person, including without limitation any officer, director, employee, agent, or representative of GSH, GSH's counsel, or any nonparty to this Agreement, except in the following circumstances:
 - a. Disclosure may be made to employees of GSH or GSH's counsel who have responsibility for the Document Review. Any employee to whom disclosure is made shall be advised of, and become subject to, the provisions of this Agreement prior to such disclosure.

The term Aemployee@ as used herein means only an individual who is on the payroll of GSH or GSH=s counsel and who routinely receives a salary and employee benefits from GSH or GSH=s counsel. Persons, firms, contractors, or independent contractors or corporations engaged by GSH or GSH=s counsel on a temporary or contract basis, shall be subject to the requirements of subparagraph (b) of this paragraph 5.

b. Disclosure may be made to consultants, witnesses, experts, or employees of experts (hereinafter collectively referred to as "Expert(s)") employed or otherwise engaged by GSH or GSH=s counsel to assist in the Document Review. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement and must execute the Confidentiality Agreement attached as Annex 1. A copy of each executed Confidentiality Agreement shall be furnished to EPA, the Corps, Battelle, Louis Berger Group, Inc., and HDR Engineering, Inc., not less than five (5) business days prior to disclosure to the Expert of the information designated as confidential.

6. GSH or GSH=s counsel and any other person subject to this Agreement who obtains information designated as confidential hereunder shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in paragraph 5 above, no other person shall be permitted access to the information.

7. Any person who obtains access to information designated as confidential under this Agreement may make copies, duplicates, extracts, summaries, or descriptions of the information or any portion thereof only for the purpose of preparation for the Document Review. All copies, duplicates, extracts, summaries or descriptions of the information or portions thereof shall be subject to the terms of this Agreement to the same extent and manner as original documents.

8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in a waiver of any claim the Corps, Battelle, Louis Berger Group, Inc., and HDR Engineering, Inc., have pursuant to 40 CFR Part 2 relating to the confidentiality of any information EPA provides to GSH or GSH=s counsel relating to the Site. GSH and all persons who sign Annex 1 attached hereto agree that contractors of the Corps and others who may have a proprietary interest in the information provided to GSH or GSH=s counsel relating to the Site may have a right to seek compensation from them if they make an unauthorized disclosure of any confidential business information they obtain relating to the Site.

9. Within 60 days after payment of costs to EPA or, if no payment has occurred, within 60 days after EPA notifies GSH that the payment dispute is concluded, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, extracts, summaries, or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from EAP. All such information covered by this Agreement which constitutes the

work product of counsel for GSH shall be destroyed and the person who created such work product shall inform EPA in writing that all such information has been destroyed.

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FOR GLENN SPRINGS HOLDINGS:

Name:

Title:

Address:

Signed: _____

Dated: _____

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FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Dated: _____

Eric Schaaf
Regional Counsel
EPA, Region 2
290 Broadway
New York, New York 10007-1866

Annex 1 - Business Information
Confidentiality Agreement

The undersigned is currently working at _____ which is located at _____ . During the past year the undersigned has been employed or otherwise engaged as a consultant or contractor by the following company located at the corresponding address:

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information for the Newark Bay Study Area of the Diamond Alkali Superfund Site (AAgreement@), understands the terms thereof, and agrees to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential under the Agreement may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Confidentiality Agreement continues after any dispute associated with the settlement of EPA=s costs is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. ' 9604(e)(7)(B).

Dated: _____

Signed: _____

Printed Name: _____

Annex II – Government and Contractor Addresses
Confidentiality Agreement

United States Environmental Protection Agency, Region 2
Attn: Amelia M. Wagner, Esq.
New Jersey Superfund Branch
Office of Regional Counsel
290 Broadway, 17th Floor
New York, NY 10007

United States Army Corps of Engineers, Kansas City District
Attn: Elizabeth Franklin, CENWK-PM-ES
601 East 12th Street, 4th Floor
Kansas City, MO 64106-2896

Battelle
Attn: Betsy Barrows
1212 Route 25A, Suite 3C
Stony Brook, NY 11790

Louis Berger Group, Inc.
Attn: Len Warner
565 Taxter Road, Suite 510
Elmsford, NY 10523

HDR Engineering, Inc.
Attn: Ed Garland
1 International Boulevard
10th Floor, Suite 1000
Mahwah, NJ 07495